



Assumption of Risk, Waiver of Liability, And Indemnification Agreement (Watertown, Massachusetts)

Nature of the Activity: Launch Trampoline Park (hereafter referred to as LTP) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can produce many benefits for the client – including pleasure, opportunity for competition, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, while there are many benefits to trampolining, LTP feels it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN knows that trampoline activities are active and vigorous and, consequently, involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, LTP 1) has designed the facility with safety as a prime concern, 2) provides instruction in some activities, 3) provides general supervision of activities, 4) has developed rules and policies that focus on safety, and 5) has greatly reduced the major traditional hazard of trampoline jumping (striking a hard surface or the floor). The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should also be aware that there are risks involved in observing. Trip and falls, collisions when too close to the trampoline areas, and falls from the viewing deck are among the risks to the spectator.

Some of the activities available at LTP include, but are not limited to: General Trampoline Jumping, Dodgeball, Basketball Dunking, Obstacles, Foam Pit Jumping, Stunt Jump Tower, Tumble Track Trampolines, and Aerobics. *Inherent risks* might be divided into two types – the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a hard surface or the wrong trampoline; unexpected failure of the equipment [including, but not limited to, trampoline surface, attachments, and padding]; flipping, running, or bouncing off walls; double bouncing [more than one person on a trampoline], creating a rebound effect causing injury; erratic behavior of other participants; and supervisory or judgment error by supervisory staff [including error in judging the ability of participants and failure to anticipate developing situations]). The second type of inherent risk is those risks related to the specific trampoline activities offered (e.g., dodgeball, aerobics, obstacles, basketball, tumble track trampolines, stunt jump tower). These include, but are not limited to, being struck in the face or head by the ball; over-exertion; landing wrong in relation to an obstacle; and striking a backboard or goal, falls from the tower, collapse of the tower, missing the landing area or the tumble track trampoline.

LTP feels that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understands the three types of injuries that can occur. First is the common Minor Injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the Serious Injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the Catastrophic Injury. Some examples of catastrophic injury are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death. Even though the occurrence of such an injury is unlikely, LTP management and staff feel that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should be aware of all possibilities.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN have read the above paragraphs and **know** that LTP trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of LTP activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the LTP property, facilities, and services, today and on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue LTP**, Launch Franchising LLC, Launch Watertown Inc., their owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from the ordinary negligence** of LTP or the other *protected parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in LTP activities (including, but not limited to, instruction, individual trampoline play, trampoline competition, classes, observation, individual use of facilities or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, **agree to hold harmless, defend, and indemnify LTP** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss due to my participation at LTP (including claims arising from the inherent risks of LTP activities and those arising from the **ordinary negligence** of LTP or *Protected Parties*).

I further agree to hold harmless, defend, and indemnify LTP and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at LTP (including claims arising from the inherent risks of LTP activities and those arising from the **ordinary negligence** of LTP or *Protected Parties*).

Mediation and Arbitration: In the event any dispute arises, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at LTP shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Clarifying Clauses:

- 1) I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and LTP and cannot be modified or changed in any way by representations or statements by any agent or employee of LTP.
- 2) I also understand that if legal action is brought, the **appropriate trial court** for Middlesex County in the state of Massachusetts or The United States District Court for the District of Massachusetts has the sole and exclusive jurisdiction and that only the substantive laws of the State of Massachusetts shall apply.
- 3) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Massachusetts** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

LTP asks ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN to help us by certifying the following: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN certify that I:

(Capability Assertions)

- possess a sufficient level of skill and physical fitness for safe participation in LTP trampoline activities.
- have no health problems that would make participation in LTP trampoline activities unwise.
- acknowledge that LTP encourages each client to get medical clearance prior to participation.
- acknowledge that it is the participant's duty to inform staff and cease exercise immediately if he/she feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

(Behavior Agreements)

- agree to attempt only activities that I feel I am capable of performing safely.
- agree to stay in areas that will not place me in undue danger.
- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- acknowledge that the provider may need to end my participation if I present a danger to myself or others.

(Emergency Authorizations)

- authorize LTP to administer emergency first aid, CPR, and use an AED when deemed necessary by LTP.
- authorize LTP to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by LTP and I agree to assume all costs of emergency medical care and transportation.
- Agree to **inform LTP of any injury** (even minor injuries) **prior to leaving the LTP facility**.

(Use of Images)

- give permission to LTP to use any photographs, images, or likenesses of me in its brochures, ads, videos, or other media.

Acknowledgment of Understanding: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand that I am giving up substantial rights** including 1) my right to recover damages for any loss I may suffer resulting from injury to or death to me or one or more of my minor children and 2) on behalf of my minor child/children, I am waiving the right of my child/children to recover damages for injury or death resulting from their presence or participation at LTP. I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by LTP and the *Protected Parties* or to 2) the **inherent risks** of LTP activities, to the greatest extent allowed by law in the State of Massachusetts. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

If Participant is a Minor, Parent/Guardian Must Complete the following:

Name of PARTICIPANT (Print) Date

Signature of PARTICIPANT

Name of Parent/Guardian #1 Signature of Parent/Guardian #1 Date

Name of Parent/Guardian #2 Signature of Parent/Guardian #2 Date

Emergency Contact _____ Phone _____ Parent's Driver's License Number _____